



Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

April 20, 2006

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF THREE AMENDMENTS FOR
RADIATION THERAPY SERVICES**
(2nd and 5th Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Acting Director of Health Services, or his designee, to execute Amendment No. 4 to Agreement No. H-209631, substantially similar to Exhibit I, with St. Francis Medical Center (St. Francis) to extend the term of the Agreement effective July 1, 2006 through June 30, 2007, for the provision of radiation therapy services for patients referred by Harbor-UCLA Medical Center (Harbor-UCLA), for a maximum annual obligation not to exceed \$219,000.
2. Approve and instruct the Acting Director of Health Services, or his designee, to execute Amendment No. 5 to Agreement Nos. H-210759 and H-210760, substantially similar to Exhibit II, with Western Tumor Medical Group, Inc. (Western Tumor) and Valley Radiotherapy Association Medical Group (Valley Radiotherapy) to extend the term of the Agreements effective July 1, 2006 through June 30, 2007, for the provision of radiation therapy services for patients referred by Olive View-UCLA Medical Center (Olive View), for a combined maximum annual obligation not to exceed \$428,000.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is authorizing the Acting Director of Health Services, or his designee, to extend the term of three Agreements to continue the provision of as-needed radiation therapy services at Harbor-UCLA and Olive View.



www.ladhs.org

*To improve health
through leadership,
service and education.*

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

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FISCAL IMPACT/FINANCING:

The total cost for the 12-month period effective, July 1, 2006 through June 30, 2007, for the three Agreements is \$647,000.

The maximum obligation for the 12-month period for the Agreement with St. Francis is \$219,000. For the Agreements with Western Tumor and Valley Radiotherapy, the combined maximum obligation for the 12-month period is \$428,000.

Funding is included in the Fiscal Year 2006-07 Proposed Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

St. Francis

In April 1986, the Department of Health Services (DHS or Department) issued a Letter of Interest (LOI) to providers of radiation therapy services in the South Bay area. Under the LOI, it was determined that only St. Francis had the appropriate equipment and a qualified radiation oncologist to provide inpatient radiation therapy services required by Harbor-UCLA. On June 30, 1987, the Board approved the initial agreement with St. Francis. Three subsequent amendments extended the term through June 30, 1998.

On June 30, 1998, the Board approved the existing Agreement with St. Francis to continue the provision of radiation therapy services to patients referred from Harbor-UCLA. The Board also authorized the Director of Health Services to offer and sign new agreements with other qualified providers that showed interest in providing radiation therapy services to Harbor-UCLA patients at the same rates. Since that time, no other provider has indicated an interest in providing these services. On subsequent occasions, the Board approved amendments to extend the Agreement through June 30, 2005.

On March 15, 2005, the Board approved an amendment to extend the term through June 30, 2006, and change the method of reimbursement from a per treatment rate of \$85 to a flat rate of \$3,650 per case. The new flat rate includes a full range of services, i.e., consultations, planning, physics, simulations, blocks/wedges, casts, and radiation therapy treatments.

Western Tumor and Valley Radiotherapy

An LOI was issued in July 1988 to various providers of radiation therapy services in the San Fernando Valley area because Olive View did not have the staff or the equipment to provide

inpatient radiation therapy services. On November 27, 1990, the Board approved Agreements with Valley Radiotherapy and Western Tumor. On subsequent occasions, the Board has approved Amendments to extend the Agreements through June 30, 2006.

The Amendments will become effective on July 1, 2006 and continue in full force and effect through June 30, 2007, pending the successful completion of a competitive solicitation process for radiation therapy services.

The Amendments update the three Agreements to include all the required standard provisions.

The Department has determined that the radiation therapy services provided by the three contractors are of a professional nature and are required on an intermittent and as-needed basis.

The administrative staff at Harbor and Olive View will continue to monitor the contractors' performance to assure compliance with the terms and conditions of the Agreements.

The Department has determined that the Agreements are not Proposition A agreements and therefore the provisions of the County's Living Wage Ordinance Program do not apply.

Attachment A provides additional information.

County Counsel has approved the Amendments (Exhibits I and II) as to use and form.

CONTRACTING PROCESS:

St. Francis was originally selected as a result of an LOI issued by DHS in April 1986. On June 30, 1987, the Board approved the initial Agreement which expired in June 1998. The Board approved the current sole source Agreement on June 30, 1998.

Valley Radiotherapy and Western Tumor were also originally selected as a result of an LOI issued by the Department in July 1988.

The Department plans to issue an Invitation for Bids for radiation therapy services at Harbor and Olive View within the next few months.

It is not appropriate to advertise amendments on the Los Angeles County Online Web Site as a business opportunity.

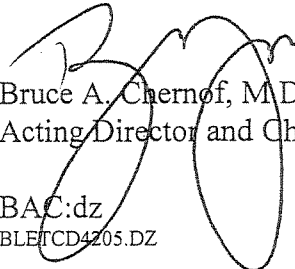
The Honorable Board of Supervisors
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Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Amendments will ensure the continued and uninterrupted provision of these necessary services to patients at Harbor and Olive View.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Acting Director and Chief Medical Officer

BAC:dz
BLETC4205.DZ

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT AMENDMENTS

1. Type of Service:

Radiation Therapy Services at Harbor-UCLA and Olive View-UCLA Medical Centers.

2. Agency Addresses and Contact Persons:

St. Francis Medical Center
3630 Imperial Highway
Lynwood, California 90262
Attention: Jeffrey Blend, Director
Telephone: (310) 603-6589
Email: jblend@msn.net
Contract No.: H-209631-4

Western Tumor Medical Group, Inc.
5522 Sepulveda Blvd.
Sherman Oaks, California 91411
Attention: Vickie Love
Telephone: (818) 997-1522
Email: vlove@wrmg.net
Contract No.: H-210759-5

Valley Radiotherapy Associates Medical Group, Inc.
880 Apollo Street #329
El Segundo, California 90245
Attention: Mark Shalvarjian
Telephone: (310) 335-4055
Email: mshalvarjian@vantageoncology.com
Contract No. : H-210760-5

3. Term:

The term of the Amendments to Agreement Nos. H-209631, H-210759, and H-210760 will be effective July 1, 2006 through June 30, 2007.

4. Financial Information:

For the Agreement with St. Francis, the maximum obligation is \$219,000. For the Agreements with Western Tumor and Valley Radiotherapy, the combined maximum obligation is \$428,000, for a total maximum contract obligation of \$647,000 for the 12-month period, net County cost.

Funding is included in the Fiscal Year 2006-07 Proposed Budget and will be requested in future fiscal years.

5. Approvals:

Harbor-UCLA Medical Center:	Tecla A. Mickoseff, Chief Executive Officer
Olive View-UCLA Medical Center:	Melinda J. Anderson, Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Elizabeth J. Friedman, Sr. Deputy County Counsel

EXHIBIT I

Contract No. H-209631

RADIATION THERAPY SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES (here-
after "County"),

and

ST. FRANCIS MEDICAL CENTER
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"RADIATION THERAPY SERVICES AGREEMENT", dated June 30, 1998, and
further identified as Agreement No. H-209631, and Amendment
Nos. 1, 2, and 3 thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term, and make other hereafter described
changes; and

WHEREAS, Medical Facility shall retain professional and
administrative responsibility for the services provided under
this Agreement; and

WHEREAS, Agreement is slated to expire on June 30, 2006; and
it is the desire of the parties to extend the term of
Agreement, on a month-to-month basis, for a maximum of twelve
(12) additional months, to and including June 30, 2007; and

WHEREAS, County intends to complete a competitive process for the award of a new contract during the contemplated extension; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on July 1, 2006.
2. That Paragraph 1, TERM AND TERMINATION, Subparagraph "A", be revised and amended to read as follows:

"A. This Agreement shall be effective July 1, 1998, and shall continue in full force and effect on a month-to-month basis, to and including June 30, 2007, unless sooner terminated or canceled under the conditions of this Agreement."

3. That Paragraph 34, ASSIGNMENT BY CONTRACTOR, be added to the Additional Provisions in the Agreement as follows:

"34. ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be

null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other

than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

4. That Paragraph 35, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, be added to the Additional Provisions in the Agreement as follows:

"35. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its

obligations under California law commits a material breach
subjecting it to either contract termination or debarment
proceedings or both (County Code Chapter 2.202)."

5. During the term of this Amendment, Contractor shall be
compensated according to the same payment provisions and same
rate(s) specified in the Agreement.

6. Except for the changes set forth hereinabove, Agreement
shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Acting Director and Chief
Medical Officer

ST. FRANCIS MEDICAL CENTER
Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMENDCD4204.DZ
3/24/06

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.	()	()
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Signature

Date

Name and Title (please type or print)

EXHIBIT II

Contract No. _____

RADIATION THERAPY SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES (here-
after "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"RADIATION THERAPY SERVICES AGREEMENT", dated May 11, 1999, and
further identified as Agreement No. _____, and Amendment
Nos. 1, 2, 3, and 4 thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term, and make other hereafter described
changes; and

WHEREAS, Medical Facility shall retain professional and
administrative responsibility for the services provided under
this Agreement; and

WHEREAS, Agreement is slated to expire on June 30, 2006; and
it is the desire of the parties to extend the term of
Agreement, on a month-to-month basis, for a maximum of twelve
(12) additional months, to and including June 30, 2007; and

WHEREAS, County intends to complete a competitive process for the award of a new contract during the contemplated extension; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on July 1, 2006.
2. That Paragraph 1, TERM AND TERMINATION, Subparagraph "A", be revised and amended to read as follows:

"A. This Agreement shall be effective May 20, 1999, and shall continue in full force and effect on a month-to-month basis, to and including June 30, 2007, unless sooner terminated or canceled under the conditions of this Agreement."

3. That Paragraph 33, ASSIGNMENT BY CONTRACTOR, be added to the Additional Provisions in the Agreement as follows:

"33. ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be

null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other

than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

4. That Paragraph 34, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, be added to the Additional Provisions in the Agreement as follows:

"34. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment A, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its

obligations under California law commits a material breach
subjecting it to either contract termination or debarment
proceedings or both (County Code Chapter 2.202)."

5. During the term of this Amendment, Contractor shall be
compensated according to the same payment provisions and same
rate(s) specified in the Agreement.

6. Except for the changes set forth hereinabove, Agreement
shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of
Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Acting Director and Chief
Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AMENDCD4207.DZ
3/24/06

CHARITABLE CONTRIBUTIONS CERTIFICATION

 Company Name

 Address

 Internal Revenue Service Employer Identification Number

 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	()	()
OR		
<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code Sections 12585-12586.</p>	()	()

 Signature

 Date

 Name and Title (please type or print)